

S.O.A.  
Contract

AGREEMENT

BETWEEN

TOWNSHIP OF JACKSON, A CORPORATE BODY  
COUNTY OF OCEAN, STATE OF NEW JERSEY

AND

JACKSON POLICEMEN'S BENEVOLENT ASSOCIATION  
SUPERIOR OFFICERS LOCAL - 168A

FOUR (4) YEAR CONTRACT

EFFECTIVE JANUARY 1, 1995 THROUGH DECEMBER 31, 1998

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## ARTICLE 1

### PREAMBLE - WITNESSETH

#### PREAMBLE

This agreement made and entered into in Jackson Township, New Jersey this 21st day of November 1994 between the Township of Jackson, a municipality in the County of Ocean, and State of New Jersey, hereinafter referred to as the "Township" or "Employer" and the Jackson Policemen's Benevolent Association, Superior Officers Local 168-A, or hereinafter referred to as the "S.O.A." or "Officers", as herein referred to denotes all S.O.A. members.

#### WITNESSETH

Whereas, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the employer and its superior officers and to establish a basic understanding relative to rates of pay, hours of work, and other conditions of employment consistent with the laws and established practices not modified by this agreement;

Now, therefore, in consideration of these premises and mutual covenants herein contained, the parties hereto agree with each other with respect to the officers of the employer recognized as being represented by the S.O.A. as follows:

## ARTICLE 2

### RECOGNITION AND SCOPE OF AGREEMENT

Section 1. The Employer hereby recognizes the S.O.A. as the sole and exclusive representative of all superior officers as defined in Article 2, Section 2, herein, for the purposes of collective bargaining, and all activities and processes relative thereto.

Section 2. The Bargaining Unit shall consist of all regular full-time officers of the Police Department of Jackson Township now employed or hereinafter officers excluding Patrolmen, Sergeants, the Chief of Police and/or Director of Public Safety.

Section 3. This Agreement shall govern all wages, hours, and other conditions of employment herein set forth.

Section 4. This Agreement shall be binding upon the parties hereto.

## ARTICLE 2 continued

Section 5. All references made to the Chief of Police shall be changed to read, "Chief of Police, and/or Director of Public Safety".

## ARTICLE 3

### COLLECTIVE BARGAINING PROCEDURE

Section 1. Collective Bargaining with respect to rates of pay, hours of work, or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the governing body of the employer or its designee (excluding Patrolmen and Sergeants), and the President of the S.O.A. or his designee, shall be the respective bargaining agents for the parties.

Section 2. Collective Bargaining meetings shall be held at times and places mutually convenient at the request of either party in accordance with the applicable statutes of New Jersey and the rules and regulations of the Public Employment relations commission.

Section 3. Ordinarily not more than three (3) additional representatives of each party shall participate in collective bargaining meetings.

## ARTICLE 4

### DISCRIMINATION AND COERCION

Section 1. There shall be no discrimination, interference or coercion by the Employer or any of its agents against the officers represented by the Association because of membership activity in the Association. The Association shall not intimidate or coerce officers into membership. Neither the Employer nor the Association shall discriminate against any officer because of race, creed, color, national origin, or political affiliation.

Section 2. Pursuant to Chapter 123, Public Law of 1974: The Township hereby agrees that every Superior Officer shall have the right to freely organize, join, and support the S.O.A. and its affiliates for the purpose of engaging in collective negotiations and other concerted S.O.A. activities. As a body exercising governmental power under the law of the State of New Jersey, the Township undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce a Superior Officer the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey, or the Constitution of New Jersey and the United States Constitution; that it shall not discriminate against any Superior Officer with respect to hours, wages,

#### ARTICLE 4 continued

work assignments, or any terms of conditions of employment by reason of his membership in the S.O.A. and its affiliates, his participation in any activities of the S.O.A. and or proceedings under this agreement, or otherwise with respect to any terms or conditions of employment, or for action taken as a result of action taken on the part of the township.

### ARTICLE 5

#### MANAGEMENT RIGHTS

Section 1. The S.O.A. recognizes that there are certain functions, responsibilities, and management rights exclusively reserved to the employer. All of the rights, power, and authority possessed by the employer prior to the signing of this agreement are retained exclusively by the employer subject only to such limitations as are specifically provided in this Agreement.

It shall be mutually agreed that the Township as Employer, and the S.O.A. as employees, will abide by Title 11 and 11A of the revised statutes of New Jersey, and the rules and regulations of the Department of Personnel. No provision of this Agreement will, in any way, contravene the Authority and responsibility of the Department of Personnel.

The Employer shall have the right to determine all matters concerning the Management or Administration of the various divisions of the Police Department, the right to direct the various divisions, to hire and transfer officers, to combine and eliminate jobs, and to determine the number of officers needed for specific job assignments.

Section 2. Nothing in this Agreement shall interfere with the right of the Employer in accordance with the applicable law, rules and regulations to:

- (a) Carry out the statutory mandate and goals assigned to a municipality utilizing personnel, methods and means in the most appropriate and efficient manner possible.

- (b) Manage officers of the Employer, to hire, promote, transfer, assign or retain officers in positions within the Employer and in that regard to establish reasonable work rules in written form with copies and amendments thereto to be provided to officers.

- (c) Suspend, demote, reduce, discharge or take other appropriate disciplinary action against an officer for just cause or to lay off officers in the event of lack of work or funds or under conditions where

## ARTICLE 5 continued

continuation of such work would be inefficient and non-productive; provided that reduction in force level of certified personnel shall not be effected until non-certified personnel performing police functions are laid off; and provided further that seniority shall prevail at all times in the order of any lay-off and subsequent rehiring.

Section 3. The parties mutually recognize and agree to the applicability of N.J.S.A. 34:13A-53 to any terms and conditions or employment existing prior to the signing of this agreement which are not specifically covered by this agreement.

Section 4. The provisions of this agreement shall be subject to and subordinate to and shall not annul or modify any existing or amended applicable provisions of Federal and State Laws.

## ARTICLE 6

### SUPERIOR OFFICER'S ASSOCIATION BUSINESS

Section 1. The President or in the event he is not available, his designee of the S.O.A., or if he is unavailable, the next highest ranking S.O.A. Officer available, shall be excused from his work assignment and shall be granted the time off to handle S.O.A. business; provided, however, that prior to the time of absence from his work assignment, the President, or his designee, shall notify the Director of Public Safety and/or Chief of Police or their designee, and provided further that such time is limited to an aggregate of twelve (12) hours per month, non-cumulative.

Section 2. During annual contract negotiations, the S.O.A. President and the S.O.A. negotiating staff shall be excused from their work assignments and shall be granted an unlimited amount of time while actually negotiating with the Township. The S.O.A. President and negotiating team of the Associations Bargaining Unit shall be excused from their work assignment during annual contract negotiations whenever the S.O.A. President has to meet with said members of the bargaining unit. This time is not to be deducted from any other leave. Such time is limited to an aggregate of twelve (12) hours per month non-cumulative.

Section 3. The Association shall have the right to use the intra-township mail facilities as it deems necessary and without approval of any Administrative or Management Personnel.

Section 4. Subject to availability and to adherence to the same procedural requirements established by the Township for the use of its facilities by other non-muni-

## ARTICLE 6 continued

cipal groups, the Association shall have the right to conduct meetings at reasonable times on municipal premises.

Section 5. No reasonable S.O.A. leave shall be denied to the S.O.A. President as applies under Article 6 when requesting such leave to represent the S.O.A., or to conduct S.O.A. business.

Section 6. It shall be agreed that the S.O.A. President or the next highest officer acting in the capacity of the S.O.A. President, shall be permitted to bring directly to the Chief of Police and/or Director of Public Safety any matters deemed by the S.O.A. President to be of such importance that directly requires review by the Chief of Police and/or Director of Public Safety.

Section 7. The township agrees to excuse for the duration of said meeting, the S.O.A. President to attend the regular monthly meeting of the S.O.A. this time/leave not to be deducted from any other time/leave.

Section 8. It shall be agreed that when the S.O.A. President, or if he is unavailable, and another S.O.A. member who is acting as the S.O.A. representative, he shall not be made to use S.O.A. time as outlined in Article 6, Section 1, or any other time while on duty and attends any hearings, interrogations, or interviews that require S.O.A. representation, and also when the Township or its representatives request a meeting with the S.O.A. but not limited to the above.

It is further agreed that since this is a S.O.A. matter, only the S.O.A. President can assign a representative, in his absence to represent any and all S.O.A. members in matters that concern the S.O.A.

Section 9. The S.O.A. assigned representative shall be excused from his work assignment, for the duration of said meeting, to attend the monthly State P.B.A. Delegates meeting.

Section 10. The Township agrees to grant the necessary time off, without loss of pay, to the President and two (2) selected representatives of Local 168-A to attend any National or State Convention of the New Jersey State P.B.A., as provided under N.J.S.A. 11:26C-4.

## ARTICLE 7

### ACTIVE DUTY HOURS

Section 1. The work day shall consist of not more than eight (8) consecutive

## ARTICLE 7 continued

hours, except as mutually agreed to by the parties. All Superior Officers shall work a regular five (5) on, two (2) off schedule.

Section 2. S.O.A. members assigned to a five (5) on, two (2) off schedule shall be entitled to four (4) Regular Days Off (R.D.O.'s) per year, non accruable. Said R.D.O. days shall automatically be posted on January 1st of each calendar year.

## ARTICLE 8

### WAGES

Section 1. Effective January 1, 1995, and thereafter, Superior Officers shall receive, as a basic wage, a fourteen percent (14%) differential between his salary, and the salary of the rank below him.

Section 2. The establishment of any rank and/or position above the rank of Captain and below Chief of Police, shall conform and be consistent with existing contractual wage agreements pursuant to maintaining rank and/or position wage differentials, should such position(s) be established.

Section 3. An officer temporarily assigned by the Director and/or Chief of Police, to the duties of a higher rank and/or position shall receive the minimum pay of the higher rank and/or position for the period of service; "Temporarily Assigned" for the purpose of this section is defined as eight (8) consecutive hours, or one (1) or more consecutive eight (8) hours shifts.

## ARTICLE 9

### LONGEVITY

Section 1. Each officer shall be paid, in addition to his current annual wage, longevity increments of fixed amounts which shall be computed in the officers base salary, and based upon his years of service with the Jackson Township Police Department in accordance with the following schedule:

Two percent (2%) of his base pay after his first five (5) years of service, and an additional one percent (1%) of his base pay for each additional two (2) years of service, up to a maximum of ten percent (10%) longevity.

Section 2. Beginning January 1st, 1995 and thereafter, all employees hired by



## ARTICLE 9 continued

the Township of Jackson shall be paid only their base rate of pay. No employee hired after January 1st, 1995 shall be entitled to or receive longevity pay.

Section 3. All employees hired prior to January 1st, 1995 shall continue to receive all longevity benefits as outlined in Section 1. of this article.

## ARTICLE 10

### OVERTIME

Section 1. The employer agrees that overtime consisting of time and one half shall be paid to all S.O.A. members for hours worked in excess of the normal work day.

Section 2. Officers shall not be paid for overtime hours unless such overtime is authorized by the Director of Public Safety.

Section 3. In the event of death of an officer, the spouse or beneficiary of such officer shall receive payment for any accumulated comp. time.

Section 4. It is recognized that a Superior Officer may be required to report in advance of the tour starting time, and for the purpose of report making at the end of a tour to remain at the termination of a tour. In accordance with this recognition, no overtime shall be paid for a fifteen (15) minute period at the termination of a tour. But in the event an officer is required to report earlier prior to the commencement of a tour of duty, then the call section of the S.O.A. contract shall apply. If the officer remains beyond fifteen (15) minutes after the end of a tour, the officer shall be paid the overtime rate for one half hour, and thereafter the officer shall be paid the overtime rate for the actual time worked in excess of the work day.

Section 5. The following provisions shall govern "Call-In", Court, and "Standby":

(a) All Superior Officers shall be guaranteed a minimum of two (2) hours pay at double time when "Called in for Duty". For this purpose "Called in for Duty" is defined as the summoning, by notification, of an off-duty Superior Officer to report for duty at a time other than his regularly scheduled shift.

(b) Employees shall be compensated at a rate of time and one half (1 1/2) his regular rate of pay for actual time worked in Jackson Township Municipal Court. Employees are, however, guaranteed a minimum of four (4) hours pay at his regular straight time rate.

## ARTICLE 10 continued

(c) Employees shall be paid at time and one half (1 1/2) with a guarantee of four (4) hours for appearances in all other courts, but only if the appearance arises when the employee is scheduled to be off duty. On duty appearances are part of any employee's regular duties.

(d) All Superior Officers ordered to be on "Stand-by" shall be compensated for a minimum of four (4) hours at his regular hourly rate.

The employee shall have the option of receiving his straight time "Stand-by" compensation in pay or applying it to his comp. time. For this purpose, "Stand-by" is defined as any Superior Officer being required to restrict his movements while off duty, and being required to remain at his place of residence during the "Stand-by" period and not being allowed to enjoy his own personal endeavors.

Section 6. At the end of an officer's career, and in his retirement in good standing as a permanent member of the Jackson Township Police Department, the officer shall be paid a lump sum for all unused comp. time. In addition, the officer shall receive a five (5%) percent bonus. This bonus shall be calculated on the officer's gross comp. time pay. (Example: 100 hours (comp. time) x \$30.00 (officer's current rate of pay) = \$3,000.00 x 5% bonus = \$150.00. Total payment to employee is \$3,150.00.

Section 7. Under the Fair Labor Standards Act, Section 778.105, it is agreed that once the beginning time of an employee's work week is established, it remains fixed regardless of schedule of hours worked by him. The beginning of the work week may be changed if the change is intended to be permanent, and is not designed to evade the overtime requirements of the S.O.A. Contract.

Section 8. It is agreed that if a Superior Officer makes an arrest while he is off duty, he shall receive overtime at time and one half (1 1/2) for all hours worked.

## ARTICLE 11

### VACATION LEAVE

Section 1. Each officer of the S.O.A. shall be entitled to annual vacation with pay at his regular rate of pay in accordance with the following table:

Ten (10) years but less than fifteen (15) years of service - 26 days.  
Fifteen (15) years but less than twenty (20) years of service - 28 days.  
Twenty (20) years or more of service - 29 days

## ARTICLE 11 continued

Section 2. Vacation leave is to be posted automatically for each member on January 1st. of each year. Vacation leave posted on January 1st. is to be prorated in the event the 10th, 15th, or 20th anniversary of service falls during the calendar year.

Section 3. Officers may utilize accumulated vacation days, comp. time, or holiday leave to take off on a Holiday. Approval will not be unreasonably denied.

Section 4. In the event of the death of an officer, the spouse or beneficiary of such officer shall receive the payment for accumulated vacation leave provided for in this article.

Section 5. An employee shall be permitted to take up to four (4) consecutive weeks of vacation, at one time, if approved by the Chief of Police or Director of Public Safety. An employee must give at least forty eight (48) hours written notice when applying for vacation leave.

Section 6. Emergency leave deducted from vacation leave may be approved by the Director of Public Safety or his designee. Officers shall state the reason for said emergency request.

Section 7. Officers who have an illness or injury while on vacation may use their sick leave for the remainder of the illness or injury and have their vacation time adjusted, provided proper notice is given and a doctor's certification is presented.

Section 8. Officers shall have the right to accumulate unused annual vacation time, up to maximum on one (1) years entitlement in addition to the present years entitlement.

Section 9. It is agreed that vacation leave shall be utilized in blocks of a minimum of four (4) consecutive hours. However, an employee shall be permitted to utilize comp. time in blocks of less than four (4) consecutive hours.

Section 10. It is agreed that at the end of an S.O.A. member's career, and retirement in good standing, the member shall be paid at his present rate of pay the full amount of any unused vacation. In addition, the officer shall receive a five (5%) percent bonus. This bonus shall be calculated in accordance with the procedures outlined in Article 10, Section 6.

## ARTICLE 12

### HOLIDAY LEAVE

Section 1. The following shall be recognized as Holidays paid at eight (8) hours straight time under this agreement:

New Years Day  
Martin Luther King Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Easter Sunday  
Memorial Day  
Independence Day

Labor Day  
Columbus Day  
Election Day  
Veterans Day  
Thanksgiving Day  
Friday following Thanksgiving Day  
Christmas Day

Section 2. It is recognized by both parties that officers of the Police Department may not, by reason of departmental business, enjoy the aforesaid holidays, by working on those dates. Therefore, in lieu of the holiday itself, such officers shall receive compensation at time and one half in accordance with his/her regular rate of pay. In the event any of the aforesaid allowed paid holidays falls on a non working day, said holiday shall be deemed to have fallen on a regular working day, and straight time or eight (8) hours will be paid. The compensation for holiday pay shall be given no later than the first pay period in November for holidays accumulated up to and including October 15th. The compensation for the balance of the holidays for that calendar year shall be paid no later than the second pay period of the following calendar year. Said payments shall be paid by separate check, and not included in the regular payroll check.

Section 3. In the event of death of an officer, his beneficiary shall receive payment for holidays already accumulated.

## ARTICLE 13

### SICK LEAVE

Section 1. All S.O.A. members covered by this agreement shall be granted unlimited sick leave with pay.

Section 2.

(a) Officers hired prior to January 1st, 1995 shall maintain their accrued sick leave up to a maximum of 130 days. At the end of an officers career and retirement in good standing, the officer shall have paid to him/her at

## ARTICLE 13 continued

their present rate of pay all accrued sick leave up to a maximum of 130 days.

(b) The officer may at his/her option receive payment for their accrued sick leave at any time prior to the termination of their career. Provided said officer notifies the township in writing no later than November 1st, the township will make payment to the officer upon adoption of the following years budget.

(c) Should the officer choose to wait for payment of his/her accrued sick leave until the termination of his/her career, said officer shall be paid a ten (10%) percent bonus in addition to the monies received for the accrued sick leave.

Section 3. An officer absent on sick leave may be required to submit acceptable medical evidence substantiating an illness.

Section 4. In the event of a substantiated illness or injury, the officer shall receive all benefits and wages for time lost from duty for a period not to exceed one (1) year from the date such illness or injury occurred.

Section 5. In the event of death of an officer, the spouse or beneficiary of such officer shall receive payment for accumulated sick leave provided for in Section 2. of this article.

## ARTICLE 14

### INJURY/ILLNESS LEAVE

Section 1. Request for leave of absence with pay for illness/injury in the line of duty, or recuperation therefrom shall be made in accordance with Jackson Code Section 20-35 pursuant to N.J.S.A. 40:14-137.

## ARTICLE 15

### PERSONAL DAYS

Section 1. S.O.A. members shall be entitled to three (3) personal days off during calendar years 1995 and 1996 and four (4) personal days off during calendar years 1997 and 1998. Said personal days must be utilized during the calendar year credited, and are non accruable.

## ARTICLE 16

### BEREAVEMENT LEAVE

Section 1. In the event of death in the "Immediate Family", a member shall be granted three (3) days funeral leave, which is not to be deducted from any other leave. Such funeral leave is to be granted as many times as necessary during any given year. The term "Immediate Family", for purpose of this agreement, shall mean and refer only to the following: Father, Mother, Father-in-Law, Mother-in-Law, Grandfather, Grandmother, Aunt, Uncle, Spouse, Brother, Sister, Brother-in-Law, Sister-in-Law, Child, Grandchild, or Foster Child of the officer, or the officer's spouse, and it shall also include relatives of the officer, or officer's spouse, residing in the officers household.

Section 2. Two additional days, if travel time is required, may be authorized by the Director of Public Safety or his designee.

## ARTICLE 17

### EDUCATIONAL BENEFITS

#### PART 1. (Existing College Credit Program)

Section 1. All officers who have previously taken a college course and all who enroll in a college course by the second semester of the 1981-1982 school year shall be considered permanently enrolled in the College Credit Program and eligible for all the benefits derived from it as those benefits have been applied under the 1979-1980 Collective Bargaining Agreement:

- (a) Any officer holding a recognized Associate Degree, shall be compensated an additional \$700.00 over their annual rate annually.
- (b) Any officer holding a recognized Bachelor's Degree shall be compensated an additional \$1,350.00 over their annual base salary annually.
- (c) Any officer holding a recognized Master's Degree shall be compensated an additional \$1,550.00 over their annual base salary annually.

Section 2. Degree programs which have received prior approval regardless of their area of concentration may be continued. It is understood and agreed that the holding of a higher degree eliminates any additional compensation for the lower degree.

## ARTICLE 17 continued

Section 3. Tuition and text books will be paid for by the Township upon successful completion of a "C" grade or higher in any course related to Police Science or Public Administration. Members are responsible for supplying receipts for verification of purchase or tuition.

### PART 2. (Subsequent College Credit Program)

Section 1. Thereafter, officers entering the College Credit Program for the first time, subsequent to the second semester of the 1981-1982 school year, shall be entitled to additional compensation as follows:

(a) Any officer who earns a recognized Associate Degree, shall receive a one time stipend payment in the amount of \$700.00.

(b) Any officer who earns a recognized Bachelor's Degree, shall receive a one time stipend payment in the amount of \$1,350.00.

(c) Any officer who earns a recognized Master's Degree, shall receive a one time stipend payment in the amount of \$1,550.00.

Section 2. The granting of the one time stipend for the lower level (A.A. Degree) shall not preclude the payment of a one time stipend at each of the higher levels.

Section 3. Tuition and text books will be paid for by the township upon successful completion of a "C" grade or higher in any course related to Police Science or Public Administration. Members are responsible for supplying receipts for verification of purchase or tuition.

## ARTICLE 18

### SCHOLARSHIP (CHILDREN OF S.O.A. MEMBERS)

Section 1. The children of an officer, who dies in the line of duty shall be given a scholarship to a college of their choice at the Township's expense. Said expense/reimbursement shall not exceed \$5,000.00 per year.

## ARTICLE 19

### CLOTHING AND MAINTENANCE ALLOWANCE

Section 1. A clothing and maintenance allowance in the amount of \$1,200.00 for the year 1995, \$1,225.00 for the year 1996, and \$1,250.00 for the years 1997 and 1998 shall be paid to each Superior Officer by the Township of Jackson. Said payment to be made by May 15th of each of each year.

Section 2. S.O.A. members who have twenty or more years of service shall have have the option to include their clothing allowance into their base rate of pay. It shall be the responsibility of the employee to notify the township of a desire to utilize this option.

## ARTICLE 20

### HOSPITAL-MEDICAL PLAN

Section 1. The current program for hospital and medical insurance shall be continued for all officers, their spouse, and children.

## ARTICLE 21

### DENTAL PLAN

Section 1. Employer shall continue to provide dental service insurance coverage to all officers at no cost to them. Said plan shall be the New Jersey Delta Dental Plan, Inc. or its equivalent. Said plan shall cover all officers as well as their spouse and children.

## ARTICLE 22

### OPTICAL PLAN

Section 1. The employer shall provide optical plan coverage for all officers at no cost to them on the condition that each employee must submit to an eye examination once every twelve (12) months. Said optical plan shall be the Travelers Vision Care Plan.



## ARTICLE 23

### PRESCRIPTION PLAN

Section 1. The employer shall provide full family prescription plan coverage to all officers at no cost to them. Said prescription plan shall be the Travelers Paid Prescription Plan or its equivalent.

## ARTICLE 24

### PENSION PLAN

Section 1. The employer, shall with contributions as heretofore, provide pension and retirement benefits to officers covered by this agreement under the Police and Firemen's Retirement System, pursuant to provisions of the Statutes and Laws of the State of New Jersey.

Section 2. The township shall provide "Beneficiary Forms" to all S.O.A. members, pursuant to any accumulated benefits and shall be kept on file in said members personnel records.

## ARTICLE 25

### MEDICAL/PHYSICAL EXAMINATIONS

Section 1. Each officer shall receive a complete medical/physical examination annually. It is agreed that the officer's insurance shall be used to pay same. Any amount not paid by the employee's insurance will be paid for by the township. It shall be the employee's responsibility to schedule said examination. The examination shall be by a doctor of the employee's choice.

## ARTICLE 26

### LEGAL AID

Section 1. As per N.J.S.A. 40A:14-55, employer agrees to provide legal aid to all officers in suits or other legal proceedings against them arising from incidents in the line of duty. The employer reserves the right to approve or reject any request by an employee or assume responsibility for payment of the services of whatever member of the New Jersey Bar is contracted to defend that officer unless it is first given the opportunity to determine that said payment of services is reasonable. However it is mutually

## ARTICLE 28 continued

Section 2. No detrimental document or report shall be placed in the officer's personnel file or otherwise acted upon without prior conference with the officer. The

officer shall acknowledge that he has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The officer shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Chief of Police and/or Police Director and attached to the file copy.

Section 3. Any officer shall have the right to inspect his complete personnel file upon reasonable notice and at reasonable times upon request. A representative of the association may be present when requested by the officer concerned.

## ARTICLE 29

### PROMOTIONS

Section 1. The employer shall take necessary action to have current promotional lists maintained for all ranks.

## ARTICLE 30

### BILL OF RIGHTS

To ensure that the individual rights of officers in the bargaining unit are not violated, the following shall represent the Superior Officers Bill of Rights:

Section 1. An officer shall be entitled to S.O.A. representation at each stage of disciplinary hearings.

Section 2. No officer shall be required by the township and/or its agents to submit to an interrogation unless the officer is afforded the opportunity of S.O.A. representation.

Section 3. It is agreed that if the employer makes use of a recording device at hearings, meetings, appeals, interviews, and investigations, the officer will have the right to make use of his/her own recording device also.

## ARTICLE 30 continued

Section 4. In all disciplinary hearings, the officer shall be presumed innocent until proven guilty and the burden of proof shall be on the employer.

Section 5. An officer shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely effect his hours, wages or working conditions as the result of the exercise of rights under this agreement.

Section 6. It is agreed by both parties that "no disciplinary action" shall be taken against any S.O.A. member, unless said member is first given the opportunity of having a hearing on said disciplinary action whatever it may be.

Section 7. It is agreed by both parties that the employer or its representatives will set any investigatory interviews sufficiently in advance five (5) days, and to notify said member of interviews, to allow S.O.A. member to first consult with legal counsel or the S.O.A. representative.

Section 8. It is agreed by both parties that the employer or its representatives, will advise the S.O.A. member of the nature of any investigatory interviews, prior to starting such interviews.

Section 9. It is agreed by both parties that no general order or operational order within the township of Jackson can supersede any Article and Section within the S.O.A. contract.

Section 10. It is agreed by both parties, that when a member is found guilty at any disciplinary hearings and said member was represented by the S.O.A., the township or its representatives will forward within ten (10) working days, a list of any and all evidence presented at said hearing.

## ARTICLE 31

### OUTSIDE EMPLOYMENT

Section 1. An officer may accept and be employed in an occupation off duty which is not in violation of Federal, State, or County Law, or present rules and regulations. Permission slips shall "not" be required from the employer as a condition for securing or maintaining outside employment while not representing Jackson Township Police Department. However, the S.O.A. member working outside employment shall furnish a telephone number where he can be reached in case of an emergency. In addition, he will furnish the employer's name and address, and the hours of proposed employment.

## ARTICLE 32

### GRIEVANCE PROCEDURE

Section 1. A grievance within the meaning of this agreement shall be controversy or dispute arising between the parties hereto involving the interpretation of any provisions of this agreement.

Section 2. (Verbal Grievance)

(a) Whenever an officer has a grievance, he and the S.O.A. representative shall first present it verbally to his superior. It is the responsibility of the Superior to arrange a mutually satisfactory settlement of the grievance within five (5) working days of the time when it was first presented to him, or failing in that, the superior must, within that time advise the officer of the inability to do so.

(b) When an officer is informed by his superior that the superior is unable, within the discretion permitted, to arrange a mutually satisfactory solution to the grievance, it shall then be submitted in writing in accordance with Section 3 herein.

Section 3.

(a) If an officer's complaint is not satisfactorily settled by his or her superior in accordance with Section 2, the officer shall prepare the grievance in writing (typed), in duplicate. The grievance should be stated as completely and as clearly as possible in order to permit prompt handling. One (1) copy of the grievance shall be immediately placed in the hands of the Chief of Police or Director of Public Safety.

(b) The other copy of the grievance shall be presented by the officer and the S.O.A. representative to his immediate superior to whom the grievance was made verbally. The superior will report the facts and events which led up to its presentation, in writing (typed), including in his report any verbal answer he may have previously given to the officer and the S.O.A. representative concerning this grievance.

Within five (5) working days after receipt of the written grievance; the superior must present it, with the information required from him, to the Chief of Police and/or Director of Public Safety.

(c) The Chief of Police and/or Director of Public Safety, S.O.A. representative and officer will attempt to find a mutually satisfactory solution to the grievance within five (5) working days. Failing a solution, the complaint accompanied by a written report on the matter by the Chief of Police and/or Director of Public Safety, must be forwarded to the Township] Municipal Administrator. The administrator will then consider and formally act on the complaint within ten (10) working days.

(d) The Municipal Administrator, Chief of Police and/or Director of Public Safety, S.O.A. President (or his designee), and the officer will attempt to find a mutually satisfactory solution to the grievance within five (5) working days. Failing a solution, the complaint, accompanied by a written report on the matter by the Administrator, must be forwarded to the Township Committee. The committee will then consider and formally act on the complaint within fourteen (14) working days.

(e) Since it is intended that most, if not all grievances can and should be settled without the necessity of references to the committee, no grievance will be heard or considered by the committee which has not first passed through the above described steps.

(f) Employer agrees that where a grievance arises involving the interpretation or application of any provisions of this agreement, and the township committee and the officers are unable to reach a mutually satisfactory settlement within ten (10) working days, the said grievance may be submitted to arbitration to the Public Employment Relations Commission (PERC) within twenty (20) working days after the final decision of the township committee. Said arbitration shall be governed by the rules and regulations of the Public Employees Relations Commission.

(g) Any awarded by the arbitrator shall be binding to the parties. The arbitrator's fee, and expense, if any shall be borne jointly by the employer and the S.O.A. Preparation and presentation shall be borne separately by each party.

(h) It is the intention of the parties to settle all differences between the employer and the S.O.A. through grievance procedures in accordance with the provisions of the agreement. Therefore, employer agrees that it will not lock out their officers, and the S.O.A. agrees that it will not sanction, nor will its members engage in a strike, slow down, or work stoppage during the life of this agreement.

(i) It is expressly agreed between the parties hereto that the aforesaid grievance procedure and arbitration procedure shall not be applicable to the provisions of article 33 of this agreement, except as may otherwise be provided. In the event of a layoff or demotion in lieu of layoff, an officer's sole remedy shall be the procedure of an appeal to the Department of Personnel after a hearing and determination by the township committee. In the event of a suspension, fine, demotion or removal, an officer may elect to follow either the contractual grievance procedure and/or an appeal under the Department of Personnel guidelines.

(j) The S.O.A. shall have a maximum of thirty (30) calendar days to file a grievance with the employer to any issue the association feels is grievable under the terms and conditions of the agreement and/or matter of circumstance separate and apart from this agreement that the association feels constitutes a grievable issue upon receipt of knowledge thereof.

## ARTICLE 33

### DISCHARGE AND SUSPENSION

Section 1. No officer shall be disciplined or discharged without just cause. An officer who has been disciplined or discharged may grieve such action in accordance with the provisions set forth in article 32 "Grievance Procedure", or in accordance with applicable Department of Personnel rules and regulations and state statutes. In addition, the provisions of N.J.S.A. 40A:14-147, and ordinance No. 21-86 or as amended, shall apply to such discharge or disciplinary action.

Section 2. In the event an officer is found guilty of any violation of rules and regulations and a fine or suspension is given to said officer there shall be no enforcement of said fine or suspension until the officer has exhausted all means of the township's appeal process.

### ARTICLE 33 continued

Section 3. It is agreed by both parties that when a hearing is held on any disciplinary actions, and a determination is made that the S.O.A. member is found guilty, and said member files an appeal, and said appeal is heard before the township committee or its representatives, a determination shall be made within thirty (30) calendar days after said appeal hearing. If no determination has been made, the charges and specifications shall be dismissed.

Section 4. If an officer is suspended he/she shall not lose, during such period of suspension, any medical benefits to which he/she would be entitled if on active duty. Such benefits shall include, but not limited to, health insurance, dental insurance, etc. However, if the suspension is for thirty one (31) or more days, then officer shall lose all benefits for the period of such suspension.

Section 5. If an officer is suspended, he/she shall not lose any holiday pay benefits if member is made to take suspension during such time a holiday is recognized in this agreement in accordance with article 12. However, if the suspension is for thirty one (31) days or more, then said member shall lose that benefit for the period of such suspensions.

Section 6. It is agreed by both parties that when an S.O.A. member is found guilty of any disciplinary actions, then said member, upon notification of said findings will have ten (10) working days to appeal said findings to the proper authority, municipal administrator, etc.

## ARTICLE 34

### DURATION OF AGREEMENT

Section 1. This agreement shall be in effect for four (4) years, from January 1, 1995 to and including December 31st, 1998, which benefits shall be retroactive to January 1st, 1995. At the termination of this agreement, it is specifically understood and agreed by and between the parties hereto that any subsequent agreement between the parties for 1999 and thereafter, shall be effective for a period of one (1) year, unless otherwise agreed at the time of negotiations.

Section 2. In the event that no new agreement is reached prior to the termination of this agreement, then this agreement shall remain in full force and effect until a new agreement is executed.

Section 3. It is agreed by the parties hereto that negotiations shall begin no later than (90) calendar days prior to the expiration date of this agreement.

ARTICLE 35

COMPLETENESS OF AGREEMENT

This agreement constitutes the entire collective negotiation agreement between the parties, and contains all benefits to which officers covered by this agreement are entitled.

In witness thereof, the parties hereto have hereunto set their hands and seals this 1 day of Dec. 1994

Township of Jackson:

Jackson P.B.A.  
Superior Officers Local 168-A

by: Kenneth J. Bressi  
Kenneth J. Bressi  
Mayor

Samuel D. DePasquale  
Samuel D. DePasquale  
President

attest: David T. Miller Sr.  
David T. Miller  
Township Clerk

Capt. Gordon Appleby  
Witness